Supreme Court, U. S.
FILED
FEB 23 1980
MICHAEL RODAK, JR., CLERK

APPENDIX

In the Supreme Court of the United States

OCTOBER TERM, 1979

No. 79-672

NATIONAL LABOR RELATIONS BOARD,
Petitioner

—v.—

RETAIL STORE EMPLOYEES UNION, LOCAL 1001,
RETAIL CLERKS INTERNATIONAL ASSOCIATION,
AFL-CIO

ON WRIT OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

PETITION FOR CERTIORARI FILED OCTOBER 24, 1979
CERTIORARI GRANTED JANUARY 7, 1980

In the Supreme Court of the United States

OCTOBER TERM, 1979

No. 79-672

NATIONAL LABOR RELATIONS BOARD,
Petitioner

—v.—

RETAIL STORE EMPLOYEES UNION, LOCAL 1001,
RETAIL CLERKS INTERNATIONAL ASSOCIATION,
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ON WRIT OF CERTIORARI TO THE UNITED STATES
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The decision of the Board and the decision and judgment of the court of appeals were printed in the petition for a writ of certiorari and need not be reprinted.

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

Case Nos.: 19-CC-760 & 19-CC-777

In the Matter of: Retail Store Employees Union, Local 1001, Retail Clerks International Association, AFL-CIO

3.24.75 Charge in 19-CC-760 filed

4.29.75 Complaint and Notice of Hearing in 19-CC-760, dated

5.9.75 Charge in 19-CC-777 filed

5.30.75 Order Consolidating Cases, Consolidated Complaint and Rescheduling Notice of Hearing, dated

8.29.75 Petitioner's Answer to Consolidated Complaint, dated

9.11.75 Stipulation of Facts for Submission to the Board entered into by the Petitioner, Charging Parties, and General Counsel, dated

10.1.75 Board's Order Approving Stipulation and Transferring Proceeding to the Board, dated

11.3.76 Decision and Order issued by the National Labor Relations Board

FORM NLRB-508
(12-65)

Form Approved
Budget Bureau No. 64-R003.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 19-CC-760

Date Filed 3-24-75

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name: Retail Store Employees Union Local 10081, Retail Clerk's International Assoc. AFL-CIO

b. Union Representative to Contact: William Orwell

c. Phone No.: 682-8353

d. Address (Street, city, State and ZIP code): 2819 First Avenue, Seattle, WA 98116

e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) RYM (4)(i)(ii)(B) (List Subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since on or about March24, 1975, it, by its officers, agents, or representatives has picketed Land Title Co. of Pierce County, at its offices located at 936 Pacific Avenue, Tacoma, WA, with an object of enducing employees employed by Land Title Co. of Pierce County to engage in a strike and to threaten, coerce, and restrain Land Title Co. of Pierce County with an object of forcing or requiring Land Title Co. of Pierce County to cease doing business with Safeco Insurance Company.

3. Name of Employer: Land Title Co. of Pierce County

4. Location of Plant Involved (Street, city, State and ZIP code): 936 Pacific Avenue, Tacoma, WA 98405

5. Type of Establishment (Factory, mine, wholesaler, etc.): Land Title Company

6. Identify Principal Product or Service: Title Insurance
Title research, escro svces

7. No. of Workers Employed: 24

8. Full Name of Party Filing Charge: Land Title Insurance Co. of Pierce County

9. Address of Party Filing Charge (Street, city, State and ZIP code): 936 Pacific Avenue, Tacoma, WA 98405

10. Telephone No.: 572-4444

11. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Jerome F. McCarthy (Signature of representative or person making charge) Attorney (Title or office, if any)

Address: JEROME F. McCARTHY
2200 One Washington Plaza
Tacoma, Washington 98402

572-5050 (Telephone number)

3.24.75 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 855-496

EXHIBIT A

2

FORM NLRB-508
(12-63)

Form Approved
Budget Bureau No. 64-R003.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 19-CC-777

Date Filed 5-9-75

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name: RETAIL STORE EMPLOYEES LOCAL 1001

b. Union Representative to Contact: William Olwell

c. Phone No.: 682-8353

d. Address (Street, city, State and ZIP code): 2819 First Avenue, Seattle, WA 98121

e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (4)(B) (List Subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Local 1001 represents certain of the employees of Safeco Title Insurance Company and is currently on strike against that company. Within the past six months, Local 1001, its representatives and agents, have picketed independent employers because of the relationship between those employers and Safeco Title Insurance Company. The independent employers, at whose locations Local 1001 and its representatives have picketed, are as follows: Land Title Company of Pierce County; Land Title Company of Snohomish County, Inc.; Land Title Company of Clark County; Land Title Company of Kitsap County; and Land Title of Cowlitz County, Inc. Each of these employers is independent from Safeco Title Insurance Company and is entitled to the protection of Section 8(b)(4)(B) of the Act. The purpose of the picketing of the independent employers by Local 1001 comes within the proscriptions of Section 8(b)(4)(B).

3. Name of Employer: SAFECO TITLE INSURANCE COMPANY

4. Location of Plant Involved (Street, city, State and ZIP code): 1109 Second Avenue, Seattle, WA 98101

5. Type of Establishment (Factory, mine, wholesaler, etc.): Title insurance company

6. Identify Principal Product or Service: Title insurance

7. No. of Workers Employed: 105

8. Full Name of Party Filing Charge: SAFECO TITLE INSURANCE COMPANY

9. Address of Party Filing Charge (Street, city, State and ZIP code): 1109 Second Avenue, Seattle, WA 98101

10. Telephone No.: 623-0870

11. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Bruce Michael Cross (Signature of representative or person making charge) Attorney (Title or office, if any)

Bruce Michael Cross

Address 1900 Washington Bldg, Seattle, WA 98101

682-8770 (Telephone number)

May 8, 1975 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 865-496

cc

H.P.C. No1

G.C. Ex. 1(G)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD REGION 19

Case No. 19-CC-760

Case No. 19-CC-777

RETAIL STORE EMPLOYEES UNION LOCAL NO. 1001,
RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

and

LAND TITLE INSURANCE CO. OF PIERCE COUNTY

and

LAND TITLE INSURANCE CO. OF SNOHOMISH COUNTY

and

LAND TITLE INSURANCE CO. OF KITSAP COUNTY

and

LAND TITLE INSURANCE CO. OF COWLITZ COUNTY

and

LAND TITLE INSURANCE CO. OF CLARK COUNTY

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND RESCHEDULING NOTICE OF HEARING

It having been charged by Land Title Insurance Co. of Pierce County (herein called Land Title of Pierce), in Case No. 19-CC-760 and in Case No. 19-CC-777 by Land Title Insurance Co. of Snohomish County (herein called Land Title of Snohomish), by Land Title Insurance Co. of Kitsap County (herein called Land Title of Kitsap), by Land Title Insurance Co. of Cowlitz County (herein called Land Title of Cowlitz), and by Land Title Insurance Co. of Clark County (herein called Land Title of Clark), that Retail Store Employees Union Local No.

1001, Retail Clerks International Association, AFL-CIO (herein called Respondent), has engaged in, and is engaging in, unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151 *et seq.*, herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the Regional Director for Regional 19, acting pursuant to Section 10(b) of the Act and Sections 102.15 and 102.33 of the Board's Rules and Regulations, Series 8, as amended, hereby orders that these cases be, and they hereby are consolidated, and hereby issues this Order Consolidating Cases, Consolidated Complaint, and Rescheduling Notice of Hearing, and alleges as follows:

1. a. The charge in Case No. 19-CC-760 was filed on March 24, 1975, and a copy thereof was served upon Respondent by registered mail on or about that date.

b. The charge in Case No. 19-CC-777 was filed on May 9, 1975 and was served on Respondent by registered mail on or about that date.

2. a. Land Title of Pierce is a Washington corporation with offices located in Tacoma, Washington where it is engaged in researching title to real estate property, issuing title insurance policies, and performing escrow services.

b. During the past year, which period is representative of its annual operations generally, Land Title of Pierce, in the course and conduct of its business, grossed in excess of $300,000 from its operations.

c. Land Title of Snohomish is a Washington corporation located in Everett, Washington where it is engaged in researching title to real estate property, issuing title insurance policies, and performing escrow services.

d. During the past year, which period is representative of its annual operations generally, Land Title of Snohomish, in the course and conduct of its business, grossed in excess of $100,000 from its operations.

e. Land Title of Kitsap is a Washington corporation with offices located at Bremerton, Washington where it is engaged in researching title to real estate property, issuing title insurance policies, and performing escrow services.

f. During the past year, which period is representative of its annual operations generally, Land Title of Kitsap, in the course and conduct of its business, grossed in excess of $100,000 from its operations.

g. Land Title of Cowlitz is a Washington corporation located at Longview, Washington where it is engaged in researching title to real estate property, issuing title insurance policies, and performing escrow services.

h. During the past year, which period is representative of its annual operations generally, Land Title of Cowlitz, in the course and conduct of its business, grossed in excess of $100,000 from its operations.

i. Land Title of Clark is a Washington corporation with offices located in Vancouver, Washington where it is engaged in researching title to real estate property, issuing title insurance policies, and performing escrow services.

j. During the past year, which period is representative of its annual operations generally, Land Title of Clark, in the course and conduct of its business, grossed in excess of $100,000 from its operations.

k. At all times material herein, Safeco Title Insurance Co. (a California corporation), herein called Safeco, is, and has been, engaged in the operation of a title insurance company and related escrow services in the state of Washington.

l. During the past year, Safeco's total dollar volume of sales and performances equalled, or exceeded, $500,000 and it purchased goods and services from outside the state of Washington valued in excess of $50,000.

3. a. Safeco is, and has been at all times material herein, an employer within the meaning of Section 2(2) of the Act, engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

b. Land Title of Pierce, Land Title of Snohomish, Land Title of Kitsap, Land Title of Cowlitz and Land Title of Clark have been at all times material herein, persons engaged in commerce or industry affecting commerce within the meaning of Sections 2(1), (6), and (7), and 8(b)(4) of the Act.

4. Respondent is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

5. At all times material herein, Land Title of Pierce, Land Title of Snohomish, Land Title of Kitsap, Land Title of Cowlitz and Land Title of Clark each had contracts with Safeco under the terms of which all title insurance issued by the individual Land Title companies has been underwritten by Safeco.

6. At all times material herein, Respondent has been engaged in a labor dispute with Safeco.

7. At no time material herein has Respondent had a labor dispute with Land Title of Pierce, Land Title of Snohomish, Land Title of Kitsap, Land Title of Cowlitz or Land Title of Clark.

8. a. On or about March 24, 1975, Respondent picketed at the premises of Land Title of Pierce in Tacoma, Washington, in furtherance and support of its continuing dispute with Safeco as described above in paragraph 6.

b. On or about February 19, 1975, March 11, 1975, March 31, 1975 and April 2, 1975, Respondent picketed at the premises of Land Title of Snohomish in Everett, Washington in furtherance and support of its continuing dispute with Safeco as described above in paragraph 6.

c. On or about April 15, 1975, Respondent picketed at the premises of Land Title of Kitsap in Bremerton, Washington in furtherance and support of its continuing dispute with Safeco as described above in paragraph 6.

d. On or about March 19, 1975, Respondent picketed at the premises of Land Title of Cowlitz in Longview, Washington in furtherance and support of its continuing dispute with Safeco as described above in paragraph 6.

e. On or about March 19 and 20, 1975, Respondent picketed at the premises of Land Title of Clark in Vancouver, Washington in furtherance and support of its continuing dispute with Safeco as described above in paragraph 6.

f. The picket banners in each of the above cases carried the following language:

SAFECO NON-UNION
DOES NOT EMPLOY MEMBERS OF, OR
HAVE CONTRACT WITH,
RETAIL STORE EMPLOYEES UNION LOCAL 1001.

9. An object of the acts and conduct of Respondent as described in paragraph 8 above is, and has been, to force or require Land Title of Pierce, Land Title of Snohomish, Land Title of Kitsap, Land Title of Cowlitz and Land Title of Clark and other persons engaged in commerce or industry affecting commerce to cease doing business with Safeco.

10. By the acts described in paragraph 8 and by each of said acts, for the object described above in paragraph 9, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(4)(i)(ii) and (B) of the Act.

11. The acts described in paragraph 8 above, occurring in connection with the operations of Land Title of Pierce, Land Title of Snohomish, Land Title of Kitsap, Land Title of Cowlitz and Land Title of Clark described in paragraph 2 above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states of the United States, and have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, and constitute unfair labor practices affecting commerce within the meaning of Section 8(b)(4)(i)(ii) and (B), and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 5th day of August 1975, at 10 a.m., in Room 3086, Federal Building, 915 Second Avenue, Seattle, Washington a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Consolidated Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. The hearing will continue on consecutive days thereafter until concluded. Form NLRB-4668, Summary of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases as

taken from the Board's published Rules and Regulations and Statements of Procedure, is attached.

YOU ARE FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent shall file with the Regional Director, acting in this matter as agent of the Board, an original and four (4) copies of an Answer to said Consolidated Complaint within ten (10) days from the service thereof, and that unless it does so, all of the allegations in said Consolidated Complaint shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its Answer, Respondent shall serve a copy thereof on each of the other parties.

Dated at Seattle, Washington this 30th day of May, 1975.

/s/ Dan E. Boyd
DAN E. BOYD,
Acting Regional Director
National Labor Relations Board
Region 19
29th Floor, Federal Building
915 Second Avenue
Seattle, Washington 98174

G.C. Ex. 1(K)

UNITED STATES OF AMERICA

BEFORE THE
NATIONAL LABOR RELATIONS BOARD

REGION 19

Cases No. 19-CC-760 and 19-CC-777

RETAIL STORE EMPLOYEES UNION LOCAL 1001,
RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

and

LAND TITLE INSURANCE CO. OF PIERCE COUNTY, ET AL.

ANSWER TO CONSOLIDATED COMPLAINT

Retail Store Employees Union Local 1001, chartered by Retail Clerks International Association, AFL-CIO, herein called the Union, answers the Consolidated Complaint in the above-captioned matter as follows:

1. The Union admits the allegations of paragraphs 1 through 5.
2. The Union denies the allegations of paragraphs 7 through 11.

/s/ James H. Webster
JAMES H. WEBSTER
Attorney for Retail Store
Employees Union Local
1001, Chartered by Retail
Clerks International
Association, AFL-CIO

CERTIFICATE OF SERVICE BY MAIL

I certify that I mailed a copy of the foregoing Answer to Consolidated Complaint to the attorneys of record for the parties hereto, postage prepaid on August 29, 1975, as follows:

Jerome F. McCarthy
Gordon, Thomas, Honeywell, Malanca,
Peterson, O'Hern & Johnson
2200 One Washington Plaza
Tacoma, WA 98402

Bruce Michael Cross
Perkins, Cole, Stone, Olsen & Williams
1900 Washington Building
Seattle, WA 98101

/s/ James H. Webster
JAMES H. WEBSTER

UNITED STATES OF AMERICA

BEFORE THE
NATIONAL LABOR RELATIONS BOARD

REGION 19

Case No. 19-CC-760

Case No. 79-CC-777

RETAIL STORE EMPLOYEES UNION LOCAL NO. 1001,
RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

and

LAND TITLE CO. OF PIERCE COUNTY

and

SAFECO TITLE INSURANCE COMPANY

STIPULATION OF FACTS
FOR SUBMISSION TO THE BOARD

Retail Store Employees Union Local No. 1001, Retail Clerks International Association, AFL-CIO (herein called Respondent), Land Title Co. of Pierce County (herein called Land Title Pierce), and Safeco Title Insurance Company (herein called Safeco), and Counsel for the General Counsel, being all parties to this proceeding, hereby stipulate to the transfer and submission of this proceeding directly to the Board in order to effectuate the purposes of the Act and to avoid any unnecessary cost and delay. The parties agree that the charges, Consolidated Complaint, Answer, all papers and exhibits, and the Stipulation of Facts herein, constitute the entire record in this case and that no oral testimony is necessary or desired by any party. The parties further stipulate that they waive a hearing before an Administrative Law Judge, the making of findings of fact and conclusions of

law by an Administrative Law Judge, and the issuance of an Administrative Law Judge's decision; and that they desire to submit this case for findings of fact and conclusions of law and order directly to the Board. In the event the Board accepts the Stipulation herein, the parties request that the Board set a time for the filing of briefs.

STATEMENT OF THE CASE

The matter herein initially arose from the charge filed by Land Title Pierce on March 24, 1975. Thereafter, on May 9, 1975, a second charge was filed by Safeco. After investigation of the aforementioned charges, the Regional Director for Region 19 caused a Consolidated Complaint to be issued on May 30, 1975. The Complaint, Consolidated Complaint, as well as Respondent's Answer and other formal papers herein, are submitted as General Counsel's Exhibit 1, to which the parties herein offer no objection.

Respondent, by virtue of its Answer to the Consolidated Complaint, admits that it is a labor organization within the meaning of Section 2(5) of the Act. Further, Respondent admits to the allegations as to jurisdiction contained in paragraphs 2 and 3 of the Consolidated Complaint.

Respondent was certified as the collective-bargaining representative of certain employees of Safeco on July 17, 1974.[1] Following such certification, Respondent has engaged in negotiations with representatives of Safeco concerning the provisions of an initial collective-bargaining agreement covering employees represented by Respondent. The negotiations reached an impasse in approximately November 1974, and Respondent commenced a strike against Safeco on November 18, 1974, which is still in progress.

During the negotiations, the chief spokesman for Safeco has been, and presently is, Carl Papenfus, Vice President of Safeco and Director of Personnel. Mr. Papenfus has his office at the office of the headquarters of Safeco in

[1] A copy of the certification is submitted as General Counsel's Exhibit 2, to which the parties herein offer no objection.

Panorama City, California. Throughout the negotiations, Mr. Paperfus has indicated repeatedly that he answers to and takes direction from his superiors at Safeco headquarters in Panorama City, California, including W. H. Little, President of the Company. Respondent has been actively engaged in picketing the premises of Safeco in Seattle, Washington since November 1974.

Land Title Pierce is a Washington corporation, organized in 1966, with offices located at 936 Pacific Avenue South, Tacoma, Washington. Land Title Pierce has seven directors on its board and since the Company was organized, there has always been an officer of Safeco serving as a member of the Board of the Company. At all times material herein, Richard E. Bader, a vice president of Safeco, has served as secretary and a member of the Board of Directors of Land Title Pierce. Safeco owns 38 percent of the outstanding stock of Land Title Pierce and the remaining 62 percent of the stock is held by various individuals. Land Title Pierce employs approximately 23 employees who are not represented by any labor organization. These employees perform their work in the Tacoma, Washington area and there is no interchange of employees between Land Title Pierce and Safeco. Safeco has no control over the personnel policies of Land Title Pierce with regard to wages, hours, and terms and conditions of employment of its employees.

Approximately 90 percent of the income of Land Title Pierce is derived from the issuance of title insurance policies. The remaining 10 percent is derived from performing title research and escrow services. Land Title Pierce is party to an agreement with Safeco whereby Safeco underwrites all title insurance issued by it.[2] The steps followed with respect to the issuance of title insurance by Land Title Pierce are:

(1) A request for issuance of title report is received.

(2) A search of the title is conducted.

[2] A copy of the present agreement between Safeco and Land Title Pierce is submitted as General Counsel's Exhibit 3 to which the parties herein offer no objection.

(3) A title report is issued along with commitment to insure setting forth the following information with respect to the property: taxes, easements, judgments, liens, and any title defects.

(4) On conveyance of the property, the title insurance policy is issued.

On March 24, 1975, individual strikers with knowledge and authority of Respondent patrolled at the premises of Land Title Pierce from approximately 8 a.m. to 10 a.m. The sign carried by the strikers had the following legend:

SAFECO NONUNION
DOES NOT EMPLOY MEMBERS OF
OR HAVE CONTRACT WITH
RETAIL STORE EMPLOYEES LOCAL 1001.

The activities described above that did occur on that date did not cause a work stoppage or interfere with deliveries.

Land Title Company of Snohomish County (hereinafter called Land Title Snohomish) is a Washington corporation organized in 1960 with the place of business located at 1510 Wall Street, Everett, Washington. The Company has nine directors, one of whom is Richard E. Bader, a vice president of Safeco. Safeco owns 20 percent of the outstanding stock of Land Title Snohomish. The remaining stock is held by various individuals.

Land Title Snohomish employs approximately 26 employees, none of whom are represented by any labor organization. These employees perform their work in the Everett area and there is no interchange of employees between th Company and Safeco. Safeco has no control over the personnel policies of Land Title Snohomish with regard to wages, hours, terms and conditions of employment.

Approximately 95 percent of the income of Land Title Snohomish is derived from the issuance of title insurance policies. The remaining 5 percent is derived from performing title research and escrow services. The Company is a party to an agreement with Safeco whereby Safeco

underwrites all title insurance issued by Land Title Snohomish.[3] The procedure for issuance of title insurance policies by Land Title Snohomish is identical with that described above with respect to Land Title Pierce.

On February 19, March 11, and March 31, 1975, individual strikers with the knowledge and authority of Respondent patrolled in front of the premises of Land Title Snohomish with signs carrying the following legend:

SAFECO NONUNION
DOES NOT EMPLOY MEMBERS OF
OR HAVE CONTRACT WITH
RETAIL STORE EMPLOYEES LOCAL 1001.

There has been no picketing since March 31, 1975. The activities of March 31, 1975, described above did not result in any work stoppage or interfere with any deliveries to Land Title Snohomish.

Land Title Company of Kitsap County (herein called Land Title Kitsap) is a Washington corporation organized in 1967, with offices located at 930 Park Avenue, Bremerton, Washington. The Company has six directors on its Board of Directors. Since the Company was formed there has always been an officer of Safeco serving as an officer and member of the board of Land Title Kitsap. Presently, Richard E. Bader, a vice president of Safeco, serves as secretary and a member of the Board of Directors.

Safeco owns approximately 28 percent of the outstanding stock of Land Title Kitsap. At the present time Land Title Kitsap has approximately 18 employees including those employed at its branch office in Port Angeles. The employees are not represented by any labor organization. All of the employees of Land Title Kitsap perform their work in Bremerton and the Port Angeles, Washington area and there is no interchange of employees between the Company and Safeco. Safeco has no control over the personnel policies of Land Title with regard to wages,

[3] A copy of the agreement between Land Title Snohomish and Safeco is submitted as General Counsel's Exhibit 4 to which the parties herein offer no objection.

hours, terms and conditions of employment of Land Title Kitsap employees.

Approximately 90 percent of the income of Land Title Kitsap is derived from the issuance of title insurance policies. The remaining income is derived from performing title research and escrow services. Land Title Kitsap is party to an agreement with Safeco whereby Safeco underwrites all title insurance issued by Land Title.[4] The procedure for issuance of title insurance policies by the Company is identical with that described above with respect to Land Title Pierce.

On April 15, 1975, individual strikers with the knowledge and authority of Respondent patrolled at the premises of Land Title Kitsap for approximately one and one-half hours carrying signs with the following legend:

SAFECO NONUNION
DOES NOT EMPLOY MEMBERS OF
OR HAVE CONTRACT WITH
RETAIL STORE EMPLOYEES LOCAL 1001.

No picketing has taken place since April 15, 1975. The activities of April 15, 1975 referred to above did not result in any work stoppage, nor was there any interference with deliveries to Land Title Kitsap.

Land Title Company of Cowlitz County (hereinafter called Land Title Cowlitz) is a Washington corporation organized in 1970 with offices located at 957 14th Avenue, Longview, Washington. Land Title Cowlitz has nine directors on its Board of Directors. Since the Company was formed there has always been an officer of Safeco serving as an officer and a member of the board of Land Title Cowlitz. Presently, Richard E. Bader, a vice president of Safeco, serves as the director and member of the Board of Directors of Land Title Cowlitz. Safeco owns 12 percent of the outstanding stock of Land Title Cowlitz. The remaining 88 percent of the stock is held by various individuals.

[4] A copy of the agreement between Safeco and Land Title Kitsap is submitted as General Counsel's Exhibit 5 to which the parties herein offer no objection.

At the present time, the Company employs approximately 8 employees. These employees are not represented by any labor organization. All of the employees perform their work in the Longview, Washington area and there is no interchange of employees between Land Title Cowlitz and Safeco. Safeco has no control over the personnel policies of Land Title Cowlitz with regard to wages, hours and terms and conditions of employment.

Approximately 90 percent of the income of Land Title Cowlitz is derived from the issuance of title insurance policies. The remaining 10 percent is derived from performing title research and escrow services. Land Title Cowlitz is a party to an agreement with Safeco whereby Safeco underwrites all title insurance policies issued by the Company.[5] The procedure for issuance of title insurance policies by the Company is identical with that described above with respect to Land Title Pierce.

On March 19, 1975, individual strikers with the knowledge and authority of Respondent patrolled the premises of Land Title Cowlitz from approximately 12 noon to 12:20 p.m. carrying signs with the following legend:

SAFECO NONUNION
DOES NOT EMPLOY MEMBERS OF
OR HAVE CONTRACT WITH
RETAIL STORE EMPLOYEES LOCAL 1001.

No picketing has taken place since March 19, 1975. The activities of that date referred to above did not result in any work stoppage, nor was there any interference with deliveries to Land Title Cowlitz.

Land Title Insurance Company of Clark County (hereinafter called Land Title Clark) is a Washington corporation organized in 1966 with offices located at 1200 Main Street, Vancouver, Washington. The Company has eight directors on its Board of Directors. Since the Company was formed there has always been an officer of Safeco asserting as an officer and member of the board

[5] A copy of the agreement between Safeco and Land Title Cowlitz is submitted as General Counsel's Exhibit 6 to which the parties herein offer no objection.

of Land Title Clark. Presently, Richard E. Bader, a vice president of Safeco, serves as secretary and member of the Board of Directors of the Company. Also, W. Sherwood Norton, a vice president of Safeco, is a member of the Board of Directors. Safeco owns 53 percent of the outstanding stock of Land Title Clark. The remaining 47 percent of stock is held by various individuals.

Land Title Clark employs approximately 8 employees. These employees are not represented by any labor organization. All of the employees perform their work in the Vancouver area and there is no interchange of employees between the Company and Safeco. Safeco has no control over the personnel policies of the Company with regard to wages, hours, terms and conditions of employment.

Approximately 93 percent of the income of Land Title Clark is derived from the issuance of title insurance policies. The remainder is derived from performing title research and escrow services. Land Title Clark is party to an agreement with Safeco whereby Safeco underwrites all title insurance issued by the Company.[6] The procedure for issuance of title insurance policies by the Company is identical with that described above with respect to Land Title Pierce.

On March 19 and 20, 1975, individual strikers with knowledge and authority of Respondent patrolled the premises of Land Title Clark from approximately 1:30 p.m. to 3 p.m. carrying signs with the following legend:

SAFECO NONUNION
DOES NOT EMPLOY MEMBERS OF
OR HAVE CONTRACT WITH
RETAIL STORE EMPLOYEES LOCAL 1001.

No picketing has taken place since March 20, 1975. The activities of March 20, 1975 referred to above did not result in any work stoppage, nor was there any interference with deliveries to Land Title Clark.

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[6] A copy of the agreement between Safeco and Land Title Clark is submitted as General Counsel's Exhibit 7 which the parties herein offer no objection.

The parties further stipulate and agree as follows:

1. The alleged secondary employers (herein referred to as the Land Title Companies) do not have authority to issue title insurance policies in their own name. Instead, they are issued pursuant to the terms of the agency contracts between Safeco and the individual Land Title Companies. A sample copy of the title insurance policy form used by the Land Title Companies is submitted as General Counsel's Exhibit 8 to which the parties herein offer no objection.

2. On each occasion when individual strikers patrolled at the premises of the Land Title Companies handbills were distributed to the general public. A copy of the handbill distributed to the general public is submitted as General Counsel's Exhibit 9 to which the parties herein offer no objection.

3. Each title insurance policy issued by the Land Title Companies bears the signature of W. H. Little, President of Safeco, and is countersigned by a Land Title employee designated by Safeco as an Assistant Secretary or other authorized officer of Safeco. Each policy issued bears the Seattle address of Safeco.

This Stipulation is made without prejudice to any objection that any party may have as to the materiality, relevancy, or competency of any of the facts set forth herein.

Signed at Seattle, Washington this 11th day of Sept. 1975.

RETAIL STORE EMPLOYEES UNION
LOCAL NO. 1001, RETAIL CLERKS
INTERNATIONAL ASSOCIATION, AFL-CIO

By /s/ James H. Webster
JAMES H. WEBSTER
Attorney
(Title)

Signed at Tacoma, Washington this 27th day of August 1975.

LAND TITLE CO. OF PIERCE COUNTY

By /s/ Jerome F. McCarthy
JEROME F. MCCARTHY
Attorney
(Title)

Signed at Seattle, Washington this 2nd day of September 1975.

SAFECO TITLE INSURANCE COMPANY

By /s/ Bruce Michael Cross
BRUCE MICHAEL CROSS
Attorney
(Title)

Signed at Seattle, Washington this 15th day of August 1975.

Approval of the General Counsel
Recommended:

/s/ Ralph G. Wilmot, Jr.
RALPH G. WILMOT, JR.
Counsel for General Counsel
National Labor Relations Board
Region 19
2948 Federal Building
915 Second Avenue
Seattle, Washington 98174
APPROVED:

Date _____

Office of the General Counsel
National Labor Relations Board
Washington, D.C. 20570

GENERAL COUNSEL'S EXHIBIT 6

MODIFICATION OF AGENCY CONTRACT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, under the provisions of paragraph 4(b) of the Agency Contract effective November 11, 1971 between SECURITY TITLE INSURANCE COMPANY OF WASHINGTON, as principal, and LAND TITLE OF COWLITZ COUNTY, INC., as agent, any title commitment for coverage in excess of $50,000 must be approved by the principal, and

WHEREAS, it has been agreed between said principal and agent that the amount of such commitment requiring approval of the principal shall be changed to provide that commitments in excess of $75,000 shall require such approval,

NOW, THEREFORE, it is hereby agreed that said paragraph 4(b) of said Agency Contract is amended accordingly, to become effective immediately upon the execution of this Modification.

DATED: this 30th day of June, 1972.

SECURITY TITLE INSURANCE
COMPANY OF WASHINGTON

By: /s/ W. S. Norton
W. S. NORTON
President

Attest:

/s/ R. E. Bader
R. E. BADER
Senior Vice President
LAND TITLE OF COWLITZ COUNTY, INC.

By: /s/ Gerry A. Reitsch
GERRY A. REITSCH
President

By: /s/ Robert A. Bauer
ROBERT A. BAUER
Manager

Attest:
/s/ [Illegible]

Secretary

AGENCY CONTRACT

SECURITY TITLE INSURANCE COMPANY OF WASHINGTON, a Washington corporation, the Principal, and LAND TITLE OF COWLITZ COUNTY, INC., a Washington corporation, the Agent, by the execution hereof as of the 11th day of November, 1971, and in consideration of the covenants and agreements to be kept and performed by each party as herein specified, contract as follows:

1. The Principal does hereby appoint and authorize the Agent as a recording or policy writing agent of the Principal within the definition thereof under the Insurance Code of the State of Washington. The scope of such agency is limited to the solicitation of applications for and the execution and delivery in the name of the Principal of policies of title insurance, guaranteed certificates of title, reports preliminary to issurance of such policies or certificates, and related forms of commitment within the Authority herein conferred upon the Agent (such policies, certificates, reports, and other forms of commitment being hereinafter collectively referred to as "title commitments"), with respect to real property situate in Cowlitz County, State of Washington, and not elsewhere.

2. This contract of agency shall continue until cancelled by either party upon ninety days prior written notice to the other party, sent by registered mail. Liability for loss under the provisions of Paragraph 10 hereof shall not cease by termination of this agreement but shall continue as therein specified. All applications for title commitments accepted prior to the effective date of termination shall be completed in accordance with the terms hereof.

3. The Principal hereby covenants and agrees to and with the Agent as follows:

(a) That during the term of this agreement it will continue in force its appointment of the Agent as its agent under the Insurance Code of the State of Washington.

(b) That it will furnish to the agent all such forms as may be necessary to the proper conduct of such agency, including but not limited to:

Title Insurance Policies
Preliminary Commitment for
Title Insurance
Supplemental Title Reports
Closing Order
Instruments such as Deeds, Contracts, Mortgages, etc., which are distributed to the public, including affidavits, waivers, questionnaires and other forms used in conjunction with title defects.

Interoffice forms as such may be in use by the Principal.

(c) That it will from time to time nominate an officer or employee of the Agent as an Assistant Secretary of the Principal or as such other officer of the Principal as may be necessary, conferring upon such Assistant Secretary (or other officer) authority to countersign, validate and deliver any title commitment issued by the Agent and limiting his authority thereto.

(d) That during the term of this agreement it shall provide, without charge, all such advice and reasonable assistance to the Agent as may be necessary in connection with matters pertaining to the issuance of title commitments, policies or other title assurances, to be issued in the name of the Principal.

(e) That during the term of this agreement the Principal shall be and remain a qualified title insurer, complying with all requirements of the Insurance Code of the State of Washington.

4. The Agent hereby covenants and agrees to and with the Principal as follows:

(a) That it will at all times maintain a complete set of tract indexes covering all lands situate in Cowlitz County in accordance with the requirements of the Insurance Code of the State of Washington, and will maintain its principal place of business within said county. The Agent will display below its own name the name of the Principal thus:

Agent for Security Title Insurance Company
of Washington

(b) That no title commitment for coverage in excess of $50,000.00 shall be issued by the Agent except upon the written or verbal approval followed by written approval, of an executive officer or title officer of the Principal; that no title commitment in any amount will be issued if the validity or priority of the estate, lien or interest for which coverage is sought is reasonably subject to question unless the question is first submitted to an executive or title officer of the Principal and the coverage is approved by such officer. The principal may in its discretion reject any application for coverage submitted to it and its decision shall be final.

(c) That during the term of this agreement the Principal may prescribe such conditions and standards respecting examination of titles as it may deem proper and may generally prescribe with respect to its agencies in the State of Washington and the Agent will conform thereto; and that no title commitment shall be issued by the Agent except in such form or forms as may be prescribed by or approved by the Principal.

(d) That the Agent will at all times maintain a complete file and record of all applications for

title commitments and of all title commitments issued, together with a memorandum of all pertinent facts thereunder disclosed to it, and that the Principal, by its representative or by an officer or employee shall at all times have ready access to all such files and records and shall be furnished copies thereof on demand, which access shall continue to be provided after termination of this contract.

(e) That it will at all times keep full and complete books of account and will furnish to the Principal all such financial statements and balance sheets showing the condition of its business as it may make to any official of the State of Washington or of the United States, and will such statements as the Principal from time to time may require to enable the Principal to in addition thereto furnish to the Principal prepare any report required under any state or federal law, and will on demand make available to the Principal such accounts and records as Principal may deem necessary. Should the Principal at any time desire any audit of the books and affairs of agent it may cause the same to be made, at its own expense, by a Certified Public Accountant of its own selection. Principal shall be entitled at all reasonable times to examine the books, records and accounts of Agent pursuant to the terms hereof.

(f) That it will publish no advertisement concerning the said agency or any matter within this agreement, unless first approved by the Principal.

(g) The Agent will not act as agent for or on behalf of any other title insurance company or become interested in or a stockholder of any such other company without consent of Principal.

5. The Agent shall make a charge for each title commitment issued in strict accordance with the sched-

ule of rates of the Principal filed in compliance with the Insurance Code of the State of Washington, and applicable to Cowlitz County. A copy of such schedule and all amendments thereto and all administrative interpretations thereof shall be furnished to the Agent. In case of issuance in the name of the Principal of a title commitment other than title insurance, and for which no charge is established by the filed schedule of rates, the charge shall be such amount as the Principal has established elsewhere for like coverages or services or, if no charge has been so established, in such amount as the Agent may fix with the approval of the Principal.

6. The Principal is expressly authorized to bind the Agent with respect to bids and contracts for title evidence or title services to be furnished to any governmental unit or subdivision on the same terms and conditions as are applicable to the Principal and to other agents or affiliate companies with respect to such bids and contracts; provided, the Agent shall be consulted and its approval obtained before any such bid is filed or contract executed which requires the issuance of guaranteed certificates of title by the Agent at rates below those established for issuance of title insurance commitments in like amounts or which requires performance of services by the Agent at rates below those previously established by the Agent for performance of like services.

7. It is mutually agreed that all services performed and all policies, policy endorsements and reports preliminary to issuance of such policies issued by the Agent under an application which involve examination of title and the exercise of skill and judgment in determining the effect upon title of documents and proceedings, shall be deemed title commitments within the intent of this contract of agency and shall be performed and issued in the name of the Principal. Limited Liability Reports and Reports for Court Proceedings are not deemed

title commitments within the intent of this contract and shall be issued only in the name of the Agent, and the Agent hereby agrees to hold the Principal harmless against any claim or lien arising thereunder. All services performed and all reports and certificates issued, which involve only abstracting or reporting of recorded documents, or legal proceedings, including but not limited to conventional abstracts of title, line abstracts, escrow services, statement of necessary parties to legal proceedings, tract ownership data not involving examination of title and tax registration services shall be performed and issued in the name of the Agent only and shall not be deemed title commitments within the intent of this contract of agency. All charges (including surcharge and special risk premiums) for issuance of a title commitment as herein defined shall be deemed to have been earned hereunder and to be distributable as herein provided.

8. A report (form to be furnished by the Principal) will be submitted to the Principal on or before the 15th of each calendar month accounting for each policy number used during the preceding calendar month. Payment will be made to the Principal on all title commitments issued, computed on the basis of 12½% of the total premiums charged on title commitments, as defined in Paragraph 7, issued as indicated by the report. If a premium is paid in full and no policy is issued the commission shall be reported and paid as though a policy had been issued. A copy of each title policy, and title commitment, as defined in Paragraph 7, will be furnished to the Principal and will accompany the above mentioned report.

9. If for any reason reinsurance is obtained in connection with any title commitment, the cost of premium therefor will be paid by the Agent out of the premium charged for such title commitment and the compensation paid to the Principal under this contract shall be computed upon the difference

between the premium for the policy and the premium or cost of the reinsurance obtained.

10. Any loss arising on any title commitment issued hereunder by Agent, shall be borne

    (a) Entirely by Principal when the loss arises from a decision in writing by the Principal upon a question submitted by the Agent to the Principal, or when the loss arises from a true insurance hazard (forgery, incapacity of parties, etc.) when such hazard was not known to the Agent and could not have been discovered by Agent in the exercise of reasonable diligence and care;

    (b) Entirely by Agent when loss arises from a misstatement of facts submitted to Principal for approval of coverage.

    (c) Seventy-five percent by Principal and twenty-five percent by Agent when the claim of loss is based upon any grounds other than as specified in Paragraphs (a) and (b) hereof, provided that if the loss is occasioned by failure of the Agent to follow the title practices prescribed by the Principal, or failure of the Agent to otherwise perform hereunder, or if the loss is occasioned by a fraudulent or dishonest acts by an officer or employee of the Agent, then the entire loss will be borne by the Agent.

11. The Principal shall have the sole and exclusive authority to adjust any claim of loss made on any title commitment issued by the Agent, and may contest any such claim or may compromise to pay the same or may purchase any outstanding estate or lien from any person claiming adversely to the person insured, at such price and on such terms as it may deem best, and the full amount paid by the Principal as aforesaid, together with all necessary costs and expenses of any litigation in regard thereto, shall be deemed a loss within the intent hereof and be borne on the basis as outlined in Paragraph 10, above.

12. Notwithstanding any provision of this contract, as between Principal and the Insured, the title commitment is the direct obligation of the Principal.

13. Agent shall at all times maintain at its expense, a fidelity bond covering all of its officers and employees in a company and in a form acceptable to Principal in an amount of $50,000.00 and shall furnish a copy thereof to Principal and proof of payment of the premiums therefor.

This contract is executed pursuant to proper corporate resolution, and the agency created by it shall become effective on ———— 1971 at 8:00 a.m.

SECURITY TITLE INSURANCE
COMPANY OF WASHINGTON

By: /s/ W. S. Norton
W. S. NORTON
President

Attest:

/s/ R. E. Bader
R. E. BADER
Vice President
LAND TITLE OF COWLITZ COUNTY, INC.

/s/ Gerry A. Reitsch
GERRY A. REITSCH
President

By: /s/ Robert A. Bauer
ROBERT A. BAUER
Manager

Attest:

/s/ [Illegible]
Secretary

MODIFICATION OF AGENCY CONTRACT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, under the provisions of paragraph 4(b) of the Agency Contract effective November 11, 1971 between SECURITY TITLE INSURANCE COMPANY OF WASHINGTON, as principal, and LAND TITLE OF COWLITZ COUNTY, INC., as agent, any title commitment for coverage in excess of $50,000 must be approved by the principal, and

WHEREAS, it has been agreed between said principal and agent that the amount of such commitment requiring approval of the principal shall be changed to provide that commitments in excess of $75,000 shall require such approval,

NOW, THEREFORE, it is hereby agreed that said paragraph 4(b) of said Agency Contract is amended accordingly, to become effective immediately upon the execution of this Modification.

DATED: this 30th day of June, 1972.

SECURITY TITLE INSURANCE
COMPANY OF WASHINGTON

By: /s/ W. S. Norton
W. S. NORTON
President

Attest:

/s/ R. E. Bader
R. E. BADER
Senior Vice President
LAND TITLE OF COWLITZ COUNTY, INC.

By: /s/ Gerry A. Reitsch
GERRY A. REITSCH
President

By: /s/ Robert A. Bauer
ROBERT A. BAUER
Manager

Attest:

/s/ [Illegible]
Secretary

GENERAL COUNSEL'S EXHIBIT 8

[SEAL]

W.L.T.A. Standard Coverage

POLICY OF TITLE INSURANCE

issued by

SAFECO TITLE INSURANCE COMPANY

hereinafter called the Company, a California corporation, for valuable consideration, and subject to the conditions and stipulations of this policy, does hereby insure the person or persons named in item 1 of Schedule A, together with the persons and corporations included in the definition of "the insured"as set forth in the conditions and stipulations, against loss or damage sustained by reason of:

1. Title to the estate, lien or interest defined in items 3 and 4 of Schedule A being vested, at the date hereof, otherwise than as stated in item 2 of Schedule A; or
2. Any defect in, or lien or encumbance on, said title existing at the date hereof, not shown in Schedule B; or
3. Any defect in the execution of any instrument shown in item 3 of Schedule A, or priority, at the date hereof, over any such instrument, or any lien or encumbrance not shown in Schedule B;

provided, however, the Company shall not be liable for any loss, damage or expense resulting from the refusal of any person to enter into, or perform, any contract respecting the estate, lien or interest insured.

The total liability is limited to the amount shown in Schedule A, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder.

In Witness Whereof, SAFECO Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

[SEAL]

/s/ Bruce M. Jones
Secretary

/s/ W. H. Little
President

CONDITIONS AND STIPULATIONS

1. The Company shall have the right to, and will, at its own expense, defend the insured with respect to all demands and legal proceedings founded upon a claim of title, encumbrance or defect which existed or is claimed to have existed prior to the date hereof and is not set forth or excepted herein; reserving, however, the option at any time of settling the claim or paying the amount of this policy in full. In case any such demand shall be asserted or any such legal proceedings shall be instituted the insured shall at once give notice thereof in writing to the Company at its home office and, if the insured is a party to such legal proceedings, secure to the Company, within ten days after service of first process upon the insured, the right to defend such legal proceedings in the name of the insured so far as necessary to protect the insured, and the insured shall render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the Company with regard to the subject matter of such demand or legal proceedings, and any expense incident thereto, shall terminate; provided, however, that failure to give such notice shall in no case prejudice the claim or the insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

2. In the event of final judicial determination by a court of competent jurisdiction, under which the estate, lien or interest insured is defeated or impaired by reason of any adverse interest, lien or encumbrance not set forth or excepted herein, claim may be made as herein provided. A statement in writing of any loss or damage, for which it is claimed the Company is liable, shall be furnished to the Company at its home office within sixty days after such loss or damage shall have been ascertained. No right of action shall accrue with respect thereto until thirty days after such statement shall have been furnished and no recovery shall be had unless an action shall have been commenced thereon within one year after the expiration of said thirty days. Any rights or defenses of the Company against a named insured shall be equally

available against any person or corporation who shall become an insured hereunder as successor of such named insured.

3. The Company may at any time pay this policy in full, whereupon all liability of the Company shall terminate. Every payment made by the Company, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder, shall reduce the liability of the Company by the amount paid. The liability of the Company shall in no case exceed the actual loss of the insured and costs which the Company is obligated to pay. When the Company shall have paid a claim hereunder it shall be subrogated to all rights and remedies which the insured may have against any person or property with respect to such claim, or would have if this policy had not been issued, and the insured shall transfer all such rights to the Company. If the payment made by the Company does not cover the loss of the insured, such subrogation shall be proportionate. Whenever the Company shall be obligated to pay a claim under the terms of this policy by reason of a defect in the title to a portion of the area described herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect, unless liability is otherwise specifically segregated herein. If this policy insures the lien of a mortgage, and claim is made hereunder, the Company may pay the entire indebtedness and thereupon the insured shall assign to the Company the mortgage and the indebtedness secured thereby, with all instruments evidencing or securing the same, and shall convey to the Company any property acquired in full or partial satisfaction of the indebtedness, and all liability of the Company shall thereupon terminate. If a policy insuring the lien of a mortgage is issued simultaneously with this policy and for simultaneous issue premium as provided in rate schedule, any payment by the Company on said mortgage policy with respect to the real estate described in Schedule A hereof shall reduce pro tanto the liability under this policy. All actions or proceedings against the Company must be based on the

provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against the Company with respect to services rendered in connection with the issuance of this policy, are merged herein and shall be enforceable only under the terms, conditions and limitations of this policy.

4. The following terms when used in this policy mean: (a) "named insured": the persons and corporations named as insured in Schedule A of this policy; (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage shown in Item 3 of Schedule A, (2) any owner or successor in ownership of any such indebtedness who acquires title to the real estate described in Item 4 of Schedule A, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality which insures or guarantees said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said real estate as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured; (c) "date hereof": the exact day, hour and minute specified in Schedule A; (d) "public records": records which, under the recording laws, impart constructive notice with respect to said real estate; (e) "home office": the office of the Company at the address shown herein; (f) "mortgage": mortgage, deed of trust, trust deed, or other security instrument described in Schedule A.

SAFECO TITLE
INSURANCE COMPANY

POLICY OF TITLE INSURANCE

[SEAL]

SAFECO TITLE
INSURANCE COMPANY

Washington State
Head Office
1109 Second Avenue
Seattle, Washington 98101

[SEAL]

[SEAL]

Important

Papers—

This Title Policy is one of the most important documents included in your record of ownership or interest in the property described herein. In the future you may have occasion to refer to it for purposes of sale, transfer, or refinance. We suggest it be kept by you in a safe and permanent place so it may be readily available to expedite your transaction.

SAFECO TITLE INSURANCE COMPANY
A member of the SAFECO Group

SAFECO TITLE
INSURANCE COMPANY

SCHEDULE A

Effective
Date:

Policy No.:

Amount of liabiilty: $
Premium: $

1. INSURED

2. TITLE TO THE ESTATE, LIEN OR INTEREST INSURED BY THIS POLICY IS VESTED IN

3. ESATE, LIEN OR INTEREST INSURED

4. DESCRIPTION OF THE REAL ESTATE WITH RESPECT TO WHICH THIS POLICY IS ISSUED

SCHEDULE B

DEFECTS, LIENS, ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT INSURE:

GENERAL EXCEPTIONS

1. Encroachments or questions of location, boundary and area, which an accurate survey may disclose; public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded Plat or conveyance, or decree of a Court of record; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor liens or liens under the Workmen's Compensation Act not disclosed by the public records; water rights or matters relating thereto; any service, installation or construction charges for sewer, water, electricity, or garbage removal.
2. Exceptions and reservations in United States Patents; right of use, control or regulation by the United States of America in the exercise of powers over navigation; limitation by law or governmental regulation with respect to subdivision, use, enjoyment or occupancy; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land; defects, liens, encumbrances, or other matters created or suffered by the insured; rights or claims based upon instruments or upon facts not disclosed by the public records but of which rights, claims, instruments or facts the insured has knowledge.
3. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.
4. "Consumer credit protection," "truth-in-lending," or similar law, or the failure to comply with said law or laws.

SPECIAL EXCEPTIONS

Please!! **BOYCOTT SAFECO INSURANCE**

Your premium $ are being used to prolong our strike. Will you please support us in our effort to earn a decent standard of living? If you have policies with the following Safeco Group Companies, please cancel — we need your support:

SAFECO LIFE INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Contact your agent to change your policy, without any loss of coverage.

Safeco sells insurance but refuses their own employees company paid benefits (dental, medical & vision). Their best offer to date includes a starting rate as low as $2.39 per hour, no cost-of-living clause or union security clause. Will you please help us? Thank you.

THE STRIKING EMPLOYEES OF THE SAFECO TITLE INSURANCE COMPANY
Represented by:
RETAIL STORE EMPLOYEES UNION LOCAL 1001, AFL-CIO Insurance Division

GENERAL COUNSEL'S EXHIBIT 9

Tacoma, Wash.

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

Case 19-CC-760

RETAIL STORE EMPLOYEES UNION LOCAL NO. 1001,
RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

and

Case 19-CC-777

LAND TITLE CO. OF PIERCE COUNTY

and

SAFECO TITLE INSURANCE COMPANY

ORDER APPROVING STIPULATION

and

TRANSFERRING PROCEEDING TO THE BOARD

On September 11, 1975, Retail Store Employees Union Local No. 1001, Retail Clerks International Association, AFL-CIO; Land Title Co. of Pierce County; Safeco Title Insurance Company; and the General Counsel of the National Labor Relations Board entered into a Stipulation of Facts for Submission to the Board in the above-entitled proceeding. The parties agreed that the Charges, Consolidated Complaint, Answer, the Stipulation of Facts and exhibits attached thereto, shall constitute the entire record in the case and that no oral testimony is necessary or desired by any of the parties. They waived a hearing, the making of findings of fact and conclusions of law,

and the issuance of a decision by an Administrative Law Judge, and submitted the case for findings of fact and conclusions of law and an order directly to the Board. The parties requested that the Board set a time for the filing of briefs.

The Board having duly considered the matter,

IT IS HEREBY ORDERED that the Stipulation be, and it hereby is, approved and made a part of the record herein.

IT IS FURTHER ORDERED that the above-entitled proceeding be, and it hereby is, transferred to and continued before the Board in Washington, D.C., for the purpose of making findings of fact and conclusions of law, and for the issuance of a Decision and Order,

The parties herein may file briefs with the Board in Washington, D.C., on or before October 15, 1975.

Dated, Washington, D.C., October 1, 1975.

By direction of the Board:

JOHN C. TRUESDALE
Executive Secretary

SUPREME COURT OF THE UNITED STATES

No. 79-672

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

RETAIL STORE EMPLOYEES UNION, LOCAL 1001, ETC.

ORDER ALLOWING CERTIORARI

Filed January 7, 1980

The petition herein for a writ of certiorari to the United States Court of Appeals for the District of Columbia Circuit is granted.

☆ U. S. GOVERNMENT PRINTING OFFICE: 1980 313620 227